

## **EXHIBIT 13**

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February 26, 2007

Howard T. Weir, Esquire  
Morgan, Lewis & Bockius, LLP  
1111 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004

**Re: Blackwater Security Consulting, LLC, et al. v. Westchester Surplus Lines  
Insurance Company, et al.  
Our File No. 500.22215**

Dear Howard:

In furtherance of our telephone conversation of Wednesday, February 21, 2007 and our meeting in your office on December 13, 2006, I write to request certain information in connection with Blackwater's request for reimbursement of attorneys' fees and expenses. As we discussed, I have not received the additional packet of law firm invoices which we discussed at the December meeting. I understand that Harvey Bartle sent these invoices in January. Unfortunately, we have no record of receiving them. In any event, I understand that Harvey Bartle is resending them to us via Federal Express. I thank you for your cooperation in this regard.

Also at the December meeting we requested the retention agreements entered into between Blackwater and any of the firms engaged by Blackwater in defense of the Nordan litigation. Kindly provide these agreements to us at your earliest convenience. We also requested any joint defense agreements. Kindly provide these agreements to us at your earliest convenience.

Concerning the retention of separate counsel for the individual Blackwater Defendants, Blackwater's general counsel stated at the December meeting that there was a real or potential conflict of interest in lead litigation counsel representing these individuals. At the December meeting I requested further information in connection with the alleged conflict of interest. I ask that you forward an explanation as to the alleged conflict of interest so that WSLIC may determine whether retention of separate counsel is necessary under the circumstances.

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TO:

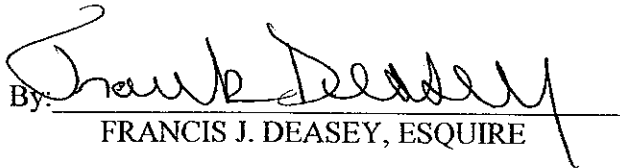
Howard T. Weir, Esquire  
February 26, 2007

Finally, as we discussed, WSLIC is in the process of reviewing the invoices submitted thus far and will be in a position to advise Blackwater of its position regarding reimbursement in the near future. Upon receipt of the additional law firm invoices, WSLIC will complete its review of these invoices and provide Blackwater with its position regarding reimbursement promptly.

As always, I thank you for your continuing cooperation in this regard.

Very truly yours,

**DEASEY, MAHONEY & BENDER, LTD.**

By:   
FRANCIS J. DEASEY, ESQUIRE

FJD/mr